Supreme Court, U.S.
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No. 97-1004

In The

Supreme Court of the United States

October Term, 1997

MALEK AHMED,

Petitioner,

v.

CHARLES GREENWOOD AND
MORTGAGE GUARANTEE AND TITLE COMPANY,

Respondents.

**On Petition For A Writ Of Certiorari
To The United States Court Of Appeals
For The First Circuit**

RESPONSE OF MORTGAGE GUARANTEE AND TITLE COMPANY TO PETITION FOR WRIT OF CERTIORARI

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23 pp

COUNTERSTATEMENT OF QUESTIONS PRESENTED

1. Did the Court of Appeals depart from the accepted and usual course of judicial proceedings or sanction such a departure by the lower court with respect to its review of Petitioner's proposed Amended Complaint?

2. Did the Court of Appeals depart from the accepted and usual course of judicial proceedings or sanction such a departure by the lower court in finding that Petitioner was not entitled to a "second determination" prior to dismissal of his Verified Complaint?

3. Is the decision of the Court of Appeals in conflict with decisions of other federal courts on the same matter?

4. Do Petitioner's claims raise any federal questions warranting review by this Court?

DISCLOSURE STATEMENT PURSUANT TO SUPREME COURT RULE 29.6

Pursuant to Supreme Court Rule 29.6, Mortgage Guarantee discloses all parent companies, subsidiaries (except wholly owned subsidiaries) and affiliates which have issued shares to the public.

Mortgage Guarantee is a wholly owned subsidiary of First American Title Insurance Company of New York, which is a wholly owned subsidiary of First American Financial Corporation. Of these three companies, only First American Financial Corporation has issued shares to the public.

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STATEMENT OF THE CASE

A. The Facts.

Petitioner, Malek Ahmed ("Ahmed"), alleges that Respondent, Mortgage Guarantee and Title Company ("Mortgage Guarantee"), acted in concert with Respondent, Charles Greenwood ("Greenwood"), and others[1] to defraud Ahmed of real estate owned by him and located on Maple Street in Providence, Rhode Island.

Mortgage Guarantee's entire involvement with Ahmed was limited to the functions of a title insurance company in connection with a real estate sale transaction. In December, 1988, Loft, who was associated with Capital Center, engaged Mortgage Guarantee to perform a title examination of the property located at 47 Maple Street, Providence, Rhode Island (the "Maple Street property"), which Capital Center intended to purchase from Ahmed. In connection therewith, Mortgage Guarantee recorded a purchase and sales agreement between Ahmed and Capital Center. Mortgage Guarantee performed the tasks for which it was hired, gave its findings to Loft, and at Loft's instruction, prepared for the closing of the sale. On March 14, 1989, the closing occurred and the parties to

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[1] Ahmed claims that Jon and Carol Rosenblatt (the "Rosenblatts"), Irwin Loft ("Loft"), Capital Center Associates Six ("Capital Center") and William Larson ("Larson") participated in the alleged scheme. The only parties to the matter before the Court, however, are Ahmed, Greenwood and Mortgage Guarantee. The Rosenblatts were dismissed by the lower court in April, 1995; Ahmed did not seek further review of the dismissal. Loft, Capital Center and Larson were named in the original pleadings, but were never served and made parties to the action.

the transaction executed and exchanged all necessary documents. When Mortgage Guarantee went to the Registry of Deeds to record the documents, however, it was discovered that Larson had filed a notice of *lis pendens* the day before. Accordingly, Mortgage Guarantee did not record the documents. Mortgage Guarantee notified the parties to the transaction of the *lis pendens*, and the closing was voided. At Loft's request, Mortgage Guarantee recorded a second purchase and sales agreement between Ahmed and Capital Center on May 25, 1989. Thereafter, Mortgage Guarantee had no further involvement with the transaction or the parties to the transaction.[2] Thus, Mortgage Guarantee's involvement with Ahmed was negligible. In fact, Ahmed's original Verified Complaint mentions Mortgage Guarantee only three times, and Mortgage Guarantee is completely uninvolved in any of Ahmed's allegations.

Upon receiving Ahmed's Verified Complaint in February, 1995, Mortgage Guarantee learned for the first time that the dealings between the parties to the March, 1989 transaction with respect to the Maple Street property continued for months after the aborted closing. Mortgage Guarantee also learned from the Verified Complaint that Ahmed executed and delivered three promissory notes to Loft on July 12, 1989, and gave Loft a mortgage on three

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[2] Mortgage Guarantee never had any direct contractual or other relationship with Ahmed. *See* Transcript of hearing before Magistrate Lovegreen on August 10, 1995, included in Ahmed's addendum to brief in Case No. 96-1145 as item 3, at pp. 11-13. Mortgage Guarantee's only connection to this matter is its contractual relationship with Loft.

properties that he owned on Maple Street as collateral.[3] Finally, Mortgage Guarantee learned in the Verified Complaint that Loft assigned the promissory notes and mortgage to the Rosenblatts, who had thereafter initiated foreclosure proceedings.

The Verified Complaint filed in the lower court is the fifth legal action filed by Ahmed with respect to the events stemming from the aborted closing on March 14, 1989. Mortgage Guarantee was not named as a party nor was involved in any way with the prior actions.

B. The Proceedings Below.

On February 17, 1995, Ahmed filed a *pro se* Verified Complaint in the United States District Court for the District of Rhode Island alleging, *inter alia*, violations of the Federal Truth-in-Lending Act, the Racketeer Influenced and Corrupted Organization Act and the Federal Civil Rights Act. On June 7, 1995, Mortgage Guarantee filed its Motion to Dismiss under Federal Rules of Civil Procedure 12(b)(6), 9(b) and 12(b)(1) on the basis that Ahmed's claims under the Federal Truth-in-Lending Act are barred by the Act's statute of limitations and are inapplicable to Mortgage Guarantee, as Mortgage Guarantee is not a creditor of Ahmed. Similarly, Mortgage Guarantee sought a dismissal of Ahmed's claims under the Racketeer Influenced and Corrupted Organizations Act on the grounds that the claims are time-barred by the Act's statute of limitations and that Ahmed failed to

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[3] Mortgage Guarantee was not retained by any party for any aspect of this transaction.

establish the requisite statutory elements for a claim under the Act. Mortgage Guarantee also sought dismissal of Ahmed's allegations that Mortgage Guarantee violated the Federal Civil Rights Act on the basis that Ahmed could not allege that the conduct complained of (i) was under the color of state law, nor (ii) that Ahmed was deprived of his constitutional rights. Finally, Mortgage Guarantee sought dismissal of Ahmed's state law claims on the basis of lack of subject matter jurisdiction.[4]

On September 5, 1995, in a thoughtful and well-reasoned opinion, Magistrate Judge Robert W. Lovegreen recommended to the District Court that the Motions to Dismiss of both Mortgage Guarantee and Greenwood be allowed. The Magistrate's Report and Recommendation was adopted by Senior Judge Raymond J. Pettine on November 15, 1995, and an Order of Dismissal issued.

Ahmed appealed the Order of Dismissal, requesting that the First Circuit Court of Appeals vacate the Order and remand the case to the District Court for further proceedings.[5] While the appeal was pending, on June 10, 1996, Ahmed filed with the Court of Appeals a Motion to Amend the original Verified Complaint. By Order dated June 17, 1996, the Court of Appeals denied Ahmed's Motion to Amend, and instructed Ahmed as to the proper procedure for seeking the relief requested. On June 20, 1996, Ahmed filed in the District Court his Motion to

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[4] Greenwood filed a Motion to Dismiss on April 5, 1995 advancing arguments similar to those presented by Mortgage Guarantee *contra* the Verified Complaint.

[5] Ahmed's appeal was docketed in the Court of Appeals as No. 96-1145.

Reopen, Rehear and Reconsider. On October 1, 1996, Magistrate Lovegreen heard this Motion, which was treated as a Motion to Vacate Judgment pursuant to Fed. R. Civ. P. 60(b). Magistrate Lovegreen delivered a detailed and considered decision from the bench denying Ahmed's Motion. On December 20, 1996, Judge Pettine issued an Order affirming Magistrate Lovegreen's decision. Ahmed appealed the District Court's Order to the Court of Appeals.[6] Following oral argument on May 6, 1997, the Court of Appeals issued a written opinion, dated July 14, 1997, affirming both judgments of the District Court. Ahmed's Petition for Writ of Certiorari to this Court followed.

In his Statement of the Case, Ahmed misrepresents the genesis of his Petition. This matter is not before the Court because the lower courts applied inappropriate standards of review with respect to the Verified Complaint and proposed Amended Complaint. The record below clearly demonstrates that the District Court and Court of Appeals properly reviewed both pleadings and, in doing so, found Ahmed's claims to be utterly lacking in merit. Nor is this matter before the Court because the lower courts erred by not providing Ahmed with a "second determination" as discussed in *New England Data Services, Inc. v. Becher*, 829 F.2d 286 (1st Cir. 1987). As found by the lower courts, Ahmed is not entitled to further relief and this case is entirely distinguishable

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[6] This second appeal was docketed in the Court of Appeals as No. 97-1037. By Order dated January 13, 1997, both of Ahmed's appeals were consolidated for purposes of oral argument, review and decision.

from *Becher*. Finally, this is not a case where a *pro se* plaintiff received short-thrift from the lower courts, as Ahmed alleges. The record below is replete with references to Ahmed's status as a *pro se* plaintiff: Ahmed's *pro se* status was clearly recognized by the lower courts and the lower courts afforded Ahmed appropriate leniency.

REASONS FOR DENYING THE WRIT

With classic hyperbole, Ahmed contends that the lower courts have "so far departed from the Accepted And Usual Course of Judicial proceedings and the search for truth and justice as to call for an exercise of this Court's power of supervision." (Ahmed's Petition at 2). This is manifestly incorrect. The record below could not be more clear in demonstrating that every judicial authority reviewing this matter properly interpreted Ahmed's claims, applied the controlling case law to the facts that Ahmed alleged, appropriately considered Ahmed's position as a *pro se* party, and issued thorough and well reasoned decisions. That the decisions do not conform to Ahmed's expectations does not give rise to a departure from the accepted and usual course of judicial proceedings requiring this Court's intervention.

Cutting through the rhetoric, inflammatory statements and unjustified conclusions, Ahmed's claims are two-fold: that the lower courts did not properly review the allegations set forth in his proposed Amended Complaint, and that the lower courts failed to afford him a liberal interpretation of the "second determination" principle set forth in *Becher*. Ahmed colors these claims with

allegations that the lower courts failed to accord him sufficient leniency due a *pro se* party.

I. The Court Of Appeals Applied The Appropriate Standards Of Review To Ahmed's *Pro Se* Verified Complaint And Proposed Amended Complaint.

Ahmed's argument vis-a-vis the lower courts' review of his Verified Complaint and proposed Amended Complaint is convoluted and difficult to follow. For clarity, Mortgage Guarantee briefly repeats the history of the two complaints. Ahmed initiated the underlying action in the District Court by filing a *pro se* Verified Complaint. This Complaint was dismissed by the District Court upon motion by Mortgage Guarantee for failure to state a claim under Fed. R. Civ. P. 12(b)(6). Ahmed appealed the dismissal. While that appeal was pending, Ahmed presented an Amended Complaint to the District Court in connection with his Motion to Vacate Judgment pursuant to Fed. R. Civ. P. 60(b). The Motion to Vacate was denied and Ahmed appealed that Order.

In the matter before this Court, Ahmed claims that the lower courts improperly limited their review to the *pro se* Verified Complaint, while ignoring the allegations of the Amended Complaint. Although in making this argument Ahmed fails to distinguish between the two actions of the lower courts (the Rule 12(b)(6) dismissal and the denial of the Rule 60(b) Motion), to evaluate what standard of review the lower courts should utilize with respect to the Amended Complaint, the two rulings must be considered separately.

A. The Verified Complaint.

In considering Ahmed's first appeal (dismissal of his Verified Complaint), the Court of Appeals was required to review the District Court's grant of Mortgage Guarantee's Motion to Dismiss *de novo*, taking Ahmed's allegations as true and making all reasonable inferences in his favor. *Rockwell v. Cape Cod Hospital*, 26 F.3d 254, 255 (lst Cir. 1994). Despite Ahmed's protests, the proposed Amended Complaint is not at all implicated in this review.[7]

Dismissal pursuant to Rule 12(b)(6) is appropriate if "it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 101-102, 2 L.Ed.2d 80 (1957); *Rockwell v. Cape Cod Hospital*, 26 F.3d at 260. When deciding a 12(b)(6) motion, the court must "construe the pleadings in the light most favorable to the plaintiff," but "has no duty to 'conjure up unpled allegations' in order to bolster the plaintiff's chances of surviving a 12(b)(6) motion to dismiss." *Fleet Credit Corporation v. Sion*, 893 F.2d 441, 444 (1st Cir. 1990) (citing cases). Moreover, the court "need not credit bold assertions, periphrastic circumlocutions, unsubstantiated conclusions, or outright vituperation." *Miranda v. Ponce Federal Bank*, 948 F.2d 41, 44 (1st Cir. 1991) (citing cases).

Reviewing the decision of the Court of Appeals, it is clear that the Court did, in fact, properly apply the

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[7] The proposed Amended Complaint was not even presented to the District Court until June, 1996, seven months after dismissal of the Verified Complaint.

requisite tests as set forth in the governing case law. *See* Court of Appeals' opinion, included in Ahmed's Appendix ("App.") at 2, 3, 5-9. Even reading the Verified Complaint in the most liberal and creative manner, the Court of Appeals came to the conclusion that Ahmed failed to plead and allege a valid RICO cause of action. App. 5-7, 12.

Because the proposed Amended Complaint was not part of the record below with respect to Ahmed's appeal of the Verified Complaint's dismissal, the Court of Appeals did not and, indeed, could not consider the Amended Complaint in this context. App. 2-3; Fed. R. App. P. 10. Therefore, with respect to the Court of Appeals' affirmation of the dismissal of Ahmed's Verified Complaint, this Court should find no fault with the Court of Appeals and no cause for supervision.

B. The Amended Complaint.

Ahmed's proposed Amended Complaint is part of the record with respect to his second appeal (the denial of his Rule 60(b) Motion). However, even in this context, the substantive allegations of the Amended Complaint are not properly reviewable by the Court of Appeals. The correct standard of review of the District Court's Order denying the Rule 60(b) Motion is only for an abuse of discretion. App. 10; *Hoult v. Hoult*, 57 F.3d 1, 3 (lst Cir. 1995). The Court of Appeals will find an abuse of discretion only when it is convinced that the District Court committed a clear error of judgment in the decision it reached when weighing all the factors. App. 10-11. Review is limited to the denial of the Motion, not the

merits of the underlying judgment of dismissal. *Id.* As a result, the Court of Appeals did not and could not review the proposed Amended Complaint on the merits as Ahmed requests. Because the Court of Appeals exercised the appropriate standard of review with respect to the lower court's denial of Ahmed's Rule 60(b) Motion, this Court should find no departure from the accepted and usual course of judicial proceedings requiring this Court's supervision.

II. The Court Of Appeals Properly Analyzed Ahmed's Claims In Accordance With The *Becher* "Second Determination" Principle.

Ahmed further claims that prior to dismissal of the Verified Complaint, the District Court should have, *sua sponte*, afforded him an opportunity to conduct discovery and amend the Complaint. He contends that the Court of Appeals' refusal to find in his favor on this issue is a departure from the accepted and usual course of judicial proceedings, thus requiring supervision by this Court. He attempts to bolster this argument by creating a fictional conflict among federal courts.

The "second determination" principle discussed in *Becher* provides that although plaintiffs in a civil RICO case must sufficiently plead the details of a RICO mail and wire fraud charge in accordance with Fed. R. Civ. P. 9(b), dismissal of an action should not be automatic upon a finding that the plaintiff failed to comply with Rule 9(b):

> *[i]n an appropriate case*, where, for example the specific allegations of the plaintiff make it likely

> that the defendant used interstate mail or telecommunications facilities, and the specific information as to use is likely in the exclusive control of the defendant, the court should make a *second* determination as to whether the claim as presented warrants the allowance of discovery and if so, thereafter provide an opportunity to amend the defective complaint.

Becher, 829 F.2d at 290. (emphasis added)

This case is entirely distinguishable from *Becher*. First, the *Becher* plaintiff "clearly set out a general scheme" of actions that could have been intended to defraud and which probably involved interstate commerce. *Id.* at 291. The *Becher* plaintiff failed, however, to plead the predicate acts of mail or wire fraud with sufficient particularity. *Id.* at 292. In contrast, as noted repeatedly in the lower courts' decisions, Ahmed failed sufficiently to plead each of the following requisite elements: specific facts to establish instances of mail and wire fraud, a pattern of racketeering activity, and the existence of an enterprise affecting interstate commerce. App. 5, 7, 14. Accordingly, this case does not present a situation where Ahmed had established all statutory requisites for a viable RICO action, save one. He established none of the requirements. Moreover, the plaintiff in *Becher* repeatedly sought, and was denied, further discovery and an opportunity to amend. Not once did Ahmed pursue discovery with respect to any defendant or seek an opportunity to amend his Verified Complaint. Hence, the factors supporting the application of the *Becher* "second determination" principle are not present here.

The record below demonstrates that the Court of Appeals analyzed Ahmed's claims in the context of the *Becher* principle, as clarified by its ruling in *Feinstein v. Resolution Trust Corp.*, 942 F.2d 34 (1st Cir. 1991). In doing so, the Court of Appeals explained that a "second determination" is "neither automatic, nor of right, for every plaintiff" and that Ahmed was simply not entitled to a second determination. App. 8. Accordingly, this Court should not find that the Court of Appeals departed from the accepted and usual course of judicial proceedings.

III. The Court Of Appeals' Decision Does Not Conflict With Any Comparable Decision of Any Federal Court.

In an effort to attract this Court's attention to his claims, Ahmed alleges that the decision of the Court of Appeals conflicts with the decisions of other United States Courts of Appeals and federal courts on the standard for dismissal pursuant to Rule 12(b)(6) motions. (Ahmed's Petition at 9-10). Ahmed cites to three cases in support of this position. None of them are convincing on this point.

In *First America Corp. v. Al-Nahyan*, 948 F. Supp. 1107 (D.D.C. 1996), the United States District Court for the District of Columbia adopted a magistrate judge's recommendation that defendants' motion to dismiss be denied and that plaintiffs be allowed the opportunity to conduct discovery. Without reviewing the magistrate's (unreported) recommendation, it is difficult to discern how Ahmed applies the *Al-Nahyan* case to his argument. The only apparent similarity is that both cases involve civil

RICO claims. Ahmed's bare and conclusory statement that the holding in the *Al-Nahyan* case creates a conflict with the Court of Appeals in this case is not pertinent authority and fails to offer the Court any insight into his argument.

Ahmed's comparison of this case to *Joseph Victori Wines v. Vina Santa Carolina, S.A.*, 933 F. Supp. 347 (S.D.N.Y. 1996) is no more compelling or persuasive. In *Santa Carolina*, the defendant brought a motion under Fed. R. Civ. P. 9(b) seeking dismissal of plaintiff's complaint for failure to plead fraud with particularity. The motion was denied as the court found that the plaintiff had satisfied "several of [the Rule 9(b)] requirements," having set forth the content of alleged misstatements, stating the time and place of some of them, describing how the statements were misleading and explaining what the defendant achieved by the misstatements. *Id.* at 356. Given "these relatively minor deficiencies," and document discovery and witness affidavit testimony that "flushed out" plaintiff's allegations, the court denied the defendant's motion to dismiss. *Id.* In contrast, in this matter, both lower courts found that Ahmed failed to allege *any* facts establishing a civil RICO claim. App. 5-8, 11-12, 14, 16, 24-27. Accordingly, any comparison of the *Santa Carolina* case to the one before this Court is improper.

Ahmed also cites to *In re Harvard Knitwear, Inc.*, 153 B.R. 617 (Bkrtcy. E.D.N.Y. 1993). Frankly, Mortgage Guarantee questions whether Ahmed reviewed the bankruptcy court's decision in that case. In *Harvard Knitwear*, the court made essentially the same findings as did the

Court of Appeals in this matter with respect to allegations that are inadequately pled. The *Harvard Knitware* court held that although some leeway may be afforded a plaintiff in order to provide details of a civil conspiracy, the complaint must nevertheless "contain sufficient information for the court to determine whether or not a valid claim for relief has been stated." *Id.* at 628. The Court of Appeals' decision in this case comports favorably to that standard. Ahmed simply failed to allege anything other than unsubstantiated conclusions and bold assertions. App. 8, 12.

Ahmed further attempts to demonstrate that the Court of Appeals' decision conflicts with decisions of other federal courts by stating that other jurisdictions have permitted minimal pleadings claiming civil RICO violations to survive Rule 12(b)(6) motions. (Ahmed's Petition at 9). Each of the four cases Ahmed cites in support of this argument may be distinguished from this matter. For example, Ahmed relies upon *Burke v. Dowling*, 944 F. Supp. 1036 (E.D.N.Y. 1995) to support his position that as long as a plaintiff demonstrates entitlement to relief, a complaint will survive a motion to dismiss. (Ahmed's Petition at 9). This is a fair representation of one of the holdings in *Burke;* however, unlike Ahmed, the *Burke* plaintiffs stated with particularity the details involved in the alleged RICO violation. *Id.* at 1052, 1056-1060. Ahmed's reliance upon the *Burke* case is misplaced inasmuch as the factual detail supporting the *Burke* plaintiffs' legal claims far exceeded the factual allegations supplied by Ahmed in the Verified Complaint.

Ahmed points to *Trustees of Plumber & Pipefitters Nat'l Pension Fund v. De-Con Mechanical Contractors, Inc.*, 896 F.

Supp. 342 (S.D.N.Y. 1995) as standing for the proposition that "as long as some of the allegations of fraud are adequate [a Rule 12(b)(6)] motion will be denied." (Ahmed's Petition at 9). Stated in a vacuum that may be a correct statement of law; however, the Court must consider the facts of each case in applying this standard. In this regard, the *De-Con Mechanical* case hurts Ahmed's case more than it helps. In *De-Con Mechanical*, the district court's outline of the elements necessary for a plaintiff sufficiently to allege a civil RICO claim mirrors the requirements established by the lower courts in this matter. Applying the applicable test to the *De-Con Mechanical* plaintiffs' claims, the court found that, like Ahmed, the complaint failed to allege sufficiently the underlying facts and circumstances of the claimed RICO activity.

The Second Circuit in *IUE AFL-CIO Pension Fund v. Herrman*, 9 F.3d 1049 (2nd Cir. 1993) reversed the lower court's grant of defendants' motion to dismiss for failure to state a claim. Unlike the findings in this case, however, the Second Circuit expressly found that the pleadings of the *Herrman* plaintiffs contained "[e]verything necessary to ascertain a federal claim." *Id.* at 1058. In this matter, both lower courts specifically found that Ahmed failed to plead even one of the elements required to sustain a claim. App. 5, 14, 24-27. Thus, there can be no comparison between the two cases.

Finally, Ahmed attempts to persuade this Court that the lower courts erred in their rulings and that conflicts exist among the federal courts by citing to *Crowe v. Henry*, 115 F.3d 294 (5th Cir. 1997). In *Crowe*, the plaintiff brought civil RICO claims against his friend and attorney, much as Ahmed has done in this case. That, however, is where the

similarity between the cases ends. In reversing the grant of defendant's summary judgment motion, the Fifth Circuit held that plaintiff had presented sufficient evidence to allow a reasonable trier of fact to accept his interpretation of the facts. *Id.* at 297, 298. The analysis and findings of this case may be distinguished from *Crowe*. Here, the lower courts, after thorough review, found that Ahmed failed to allege any facts supporting his claims. App. 5, 14, 24-27. Therefore, Ahmed's attempted comparison to the *Crowe* case does not succeed.

IV. Ahmed Was Not Denied The Leniency Accorded *Pro Se* Parties.

Ahmed's final basis for seeking review by this Court concerns his contention that he should have been accorded greater leniency due to his *pro se* status. App. 7-8. This argument is simply without merit. The record shows that each judicial authority reviewing this matter recognized Ahmed's status as a *pro se* plaintiff: every decision, written and verbal, expressly notes that Ahmed was proceeding *pro se* and specifically states that his pleadings were therefore liberally construed. App. 9, 14-15, 20; Transcript, addendum to Ahmed's brief in Case No. 97-1037, item 6. As stated by the Court of Appeals, the "judicial system zealously guards the attempts of *pro se* litigants on their own behalf. [The Court is] required to construe liberally a *pro se* complaint. . . . " App. 8-9. Clearly, the lower courts reviewed Ahmed's pleadings taking into account his *pro se* status. However, even after liberally construing Ahmed's Complaint, the courts found that Ahmed had presented no facts to support his

legal claims. *"[P]ro Se* status does not insulate a party from complying with procedural and substantive law." App. 9. Given the repeated references by the lower courts to their efforts to provide Ahmed with a liberal review due to his *pro se* status, this Court should not find fault with the lower courts' ultimate findings that Ahmed failed to state a claim against Mortgage Guarantee.

CONCLUSION

The rulings by two courts, upon reviewing the record, that Respondent Mortgage Guarantee was entitled to judgment as a matter of law do not present an important question of federal law unsettled by this Court, or one in conflict with applicable decisions of other federal courts, or a case calling for the supervision of the Supreme Court of the United States. Accordingly, the Petition should be denied.

Respectfully submitted,

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